

## **Wang/Unger Amendments**

### **Amendment 1:**

Directing City Administrator to include provisions in the contract re: National Lookup feature and permissible damages:

FURTHER RESOLVED: That the City Administrator is authorized to enter into a two (2) year contract with Flock safety, for the period starting at the contract signing, for one million one-hundred fifty-five thousand and five -hundred dollars (\$1,155,500) for the first year, and one-million ninety-seven thousand dollars (\$1,097,000) for year two, for a total amount not to exceed two-million two-hundred fifty-two thousand five-hundred dollars (\$2,252,500), for purchase and access to the Flock operating system, Flock safety products (291 FLOCK Safety Falcon cameras, 40 Flock Safety Condors PTZ cameras), and related services and the City Administrator shall include the following provisions to the contract with Flock safety:

1. Flock shall not ever enable a "National Lookup" feature capability for the City to access or be enabled by any law enforcement entity;
  - (a) Flock will not reintroduce this option into the software; will not allow a toggle-on switch to reintroduced to the software available in California and will maintain the hard-code removal of the "National Lookup" feature.
2. Flock will not enable the sharing or accessing of data across state lines
3. Providing for Liquidated Damages in the event the Contractor causes unauthorized sharing of data, up to \$200,000, measured by the cost of unauthorized sharing of data and estimated cost per records affected and based on the IBM Cost of a Data Breach Report of 2025;
4. Flock to provide Real-Time Alerts - the Vendor shall automatically notify both approvers if:
  - (a) the vendor grants any new agency access;
  - (b) the vendor changes any sharing settings;
  - (c) any unauthorized agency attempts to run a query.
5. Flock to conduct a Quarterly Certification - each quarter, the Vendor shall submit a certification, signed under penalty of perjury, attesting that:
  - (a) no federal or out-of-state user accessed or attempted to access Oakland data;
  - (b) Oakland data is not discoverable in any national or multi-state system;
  - (c) all access logs delivered to the City are complete and unaltered; and be it

### **Amendment 2:**

Establishing Safeguards Against and Approving Use Against Illegal Dumping

FURTHER RESOLVED: That Attachment A, DGO 1-32.1: Community Safety Camera System, is approved with the following additional provisions:

1. that CS Camera data shall not be shared with other agencies for purposes of criminalizing reproductive or gender affirming healthcare;
2. that CS Camera data shall not be shared with local or state agencies for the purpose of federal immigration enforcement;

3. that the CS Camera system may be used for environmental enforcement efforts to combat illegal dumping;

4. Two-Key Approval System- barring exigent circumstances, no sharing relationship, data-access grant, or modification of sharing permissions may occur unless approved through a two-key system consisting of:

- (a) the Chief Privacy Officer in the City Administrator's Office; and
- (b) Oakland Police Department's Information Technology Director;
- (c) in the event of an exigent circumstance the City Administrator's Chief Privacy Officer will be informed 72 hours after the exigency ends, and should be reported out to the Privacy Commission at the next meeting; and be it

**Amendment 3:**

Request for Proposal Process

FURTHER RESOLVED: This agreement will expire in December 2027. Should the Oakland Police Department want to continue contracting for the services contemplated by this resolution it shall conduct a Request for Proposal (RFP) process for vendors that can provide ALPR capacity and facilitate the CS Camera system sharing with Oakland Police Department. Such new RFP process shall be conducted, and a vendor selected within the two-year time frame of the agreement with Flock; and be it

Amendment 4:

Independent Compliance Audit

FURTHER RESOLVED: The City Council requests that the City Auditor conduct an independent compliance audit of the system's data security, and compliance with the data sharing protocol, and to ensure that data is not being shared with federal immigration enforcement. The independent compliance audits shall take place at month 4, 10, 16 and 22 of the 2-year contract with Flock; and be it

**Brown Amendments:**

**Amendment 1:**

WHEREAS, California Civil Code Sections 1798.90.50–1798.90.55 (“SB 34”) prohibit state and local law enforcement agencies from sharing, transferring, granting access to, or otherwise making available ALPR information to federal agencies or out-of-state law enforcement agencies for any purpose, and require agencies to implement written policies, technical controls, audit mechanisms, and contractual safeguards ensuring full compliance with these prohibitions; and

**Amendment 2:**

WHEREAS, the California Attorney General’s 2023 ALPR Bulletin clarified that the term “public agency” under SB 34 excludes federal and out-of-state agencies entirely, and advises that ALPR or camera-derived information may not be shared with, accessed by, or made available to such entities directly or indirectly, including through vendor-managed platforms, regional networks, or cross-jurisdictional integrations; and

**Amendment 3:**

WHEREAS, the City of Oakland, consistent with SB 54 and its own “Sanctuary” policies, prohibits the use of City resources, including surveillance technologies, systems, or data, to support federal immigration enforcement; and

**Amendment 4:**

WHEREAS, compliance with SB 34, SB 54, OPD policies DGO 1-12: Automated License Plate Reader and the proposed DGO I-32.1 - Community Safety Camera System,” and Attorney General guidance provides that a contract for ALPR or camera technology include enforceable provisions mandating: (1) technical blocking of access to City data by any federal or out-of-state agency; (2) prohibition on vendor compliance with subpoenas or legal requests from such agencies unless reviewed by the City Attorney; (3) audit logs documenting all access attempts, including denied requests; (4) quarterly compliance reporting to the City; and (5) immediate notification to the City of any attempted or actual unauthorized access; and

**Amendment 5:**

WHEREAS, robust oversight of ALPR and camera systems, including detailed reporting, audits, and compliance mechanisms, is essential to ensuring transparency, protecting civil liberties, and maintaining public trust, and therefore such safeguards must be embedded in both departmental policy and contractual agreements; and

**Amendment 6:**

WHEREAS, the City Council finds it necessary to explicitly articulate these statutory obligations within this Resolution to ensure the City of Oakland, its Police Department, and its technology vendors operate in full compliance with state law and community privacy expectations, and to ensure that these protections govern the interpretation and enforcement of all contractual and operational provisions; and

**Amendment 7:**

Further Resolved: That Attachment A, DGO I-32.1: Community Safety Camera System, is approved with the following provision: No camera data shall be shared with out-of-state jurisdictions for the purpose of inquiry or investigation on a person seeking reproductive health care or gender-affirming care in California; and be it

**Amendment 8:**

Further Resolved: That the City Council intends that no ALPR or camera-derived information collected by the City, its contractors, or its partner agencies shall be shared with, accessed by, or used by any federal or out-of-state law enforcement agency, directly or indirectly, unless such action is required by a federal judicial

warrant or court order, and that all City systems and vendor platforms must be configured and operated in a manner that technically and contractually enforces this requirement; and be it